

AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into this 15 day of December 2002 by and between Urban Place Consulting Group hereinafter referred to as "Consultant" and Figueroa Corridor Partnership, hereinafter referred to as "CLIENT."

RECITALS

WHEREAS, Consultant is a professional Consultant, experienced in providing Downtown & Business District Development services to clients and familiar with the plans of the Client; and

WHEREAS, Client desires to engage Consultant to render certain consulting services as set forth herein; and

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I

SERVICES OF THE Consultant; TERM

1. General Scope of Services. Consultant shall provide professional consulting and management services and advice on various issues and on other programs and matters affecting Client, hereinafter referred to as "Services." The Services are described in Exhibit "A."
2. The term of this Agreement shall be from January 1, 2003 to December 31, 2005 unless earlier terminated as provided herein. This agreement may be terminated by either party on sixty days written notice to the other. The term may be extended by mutual consent of both parties.

SECTION II

RESPONSIBILITIES OF Consultant

1. Control and Payment of Subordinates. Client retains Consultant on an independent contractor basis and Consultant is not an employee of Client. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel and its own personnel,

including, but not limited to: social security taxes, income tax withholding, unemployment insurance, workers' compensation insurance and automobile liability insurance for all vehicles used in connection with services to client.

2. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Client.
3. Substitution of Key Personnel. Consultant has represented to Client that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Client. In the event that Client and Consultant cannot agree as to the substitution of key personnel, Client shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section V of this Agreement. The key personnel for performance of this Agreement are as follows:

Steve Gibson.

4. Coordination of Services. Consultant agrees to work closely with Client staff in the performance of Services and shall be available to Client's staff, Consultants and other staff at all reasonable times.
5. Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner and shall serve and maintain in force any and all licenses, permits or other approvals necessary for it to carry out the services.

SECTION III

FEES AND PAYMENTS

1. Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto. The total compensation shall not exceed (\$ 270,492) without written approval of Client. Extra Work may be authorized and if authorized, will be compensated at the rates and manner set forth in this Agreement.
2. Payment of Compensation. Consultant shall submit to Client an invoice on the 1st of each month. Each invoice will pay on a retention basis for work to be preformed. Client shall, within 5 days of receiving such statement, review the statement and pay all approved charges thereon.
3. Reimbursement for Expenses. Consultant shall be reimbursed for routine project related expenses incurred by Consultant on behalf of Client. These expenses will be billed to Client on a monthly basis as incurred by Consultant. Consultant will furnish Client receipts, invoices and other back-up for expenses.
4. Extra Work. At any time during the term of this Agreement, Client may request that

Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Client to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Client.

SECTION IV

ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Client during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement .

SECTION V

GENERAL PROVISIONS

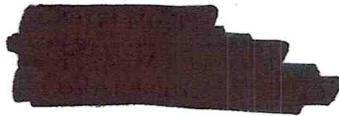
1. Termination of Agreement.
 - A. Client may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Client, and Consultant shall be entitled to no further compensation.
Consultant may terminate this Agreement at any time without cause by giving written notice to Client of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.
 - B. In the event this Agreement is terminated in whole or in part as provided in paragraph A of this section, Client may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
 - C. If this Agreement is terminated as provided in paragraph A of this section, Client may require Consultant to provide all finished or unfinished documents, data, programming source code, reports, etc., prepared by Consultant in connection with the performance of Services under this Agreement provided that Consultant has been paid for such services.
2. Delivery of Notices. All notices permitted or required under this Agreement shall be

given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

5318 E. 2nd St. #336
Long Beach, CA 90803

Client:

A large rectangular area of the document has been completely redacted with a dark ink or black marker.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

3. Ownership of Materials/Confidentiality.

- A. Property of Client. All materials and data, including data on magnetic media, prepared by Consultant under this Agreement shall become the property of Client upon the completion of the term of this Agreement including all rights to such material, except that Consultant shall have the right to retain copies of all such documents and data for its records. Client shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Client's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Should Consultant, either during or following termination of this Agreement, desire to use any materials prepared in connection with this Project, it shall first obtain the written approval of Client.
- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials described in subsection A either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Client, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the

related industry shall be deemed confidential. Consultant shall not use Client's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Client.

4. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

5. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

6. Governing Law. This Agreement shall be governed by the laws of the State of California.

7. Time of Essence. Time is of the essence for each and every provision of this Agreement.

8. Client's Right to Employ Other Consultants. Client reserves right to employ other Consultants in connection with this Project.

9. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Client.

10. Prohibited Interests.

A. Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Client shall have the right to rescind this Agreement without liability.

B. Conflict of Interest. For the term of this Agreement, no member, officer or employee of Client, during the term of his or her service with Client, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading,

demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Client's Minority Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

SECTION VI

SUBCONTRACTING

1. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Client.
2. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first hereinabove written.

“Client”

By: _____

“Consultant”

By: _____

(Title)

EXHIBIT "A"

SCOPE OF SERVICES & COST OF SERVICES

Urban Place Consulting Group will provide to the Partnership

1. District Management Services to include
 - a. Management of District programs and operations
 - b. Providing administration services to the District
2. A total of 40 hours per week of administration labor made up of the following approximate hours:

a. Principal	Steve Gibson	15 hours
b. Project Manager	Aaron Aulenta	25 hours
3. Urban Place Consulting Group will establish an office within the FCP office and will conduct business for other clients in addition to the Figueroa Corridor from the Partnership office.
4. The cost of services:

a. 1/1/03 to 12/31/03	\$7160 per month
b. 1/1/04 to 12/31/04	\$7518 per month
c. 1/1/05 to 12/31/05	\$7893 per month